

FILE



The Public Utilities Commission of Ohio

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14-1350-EL-AGG

## CERTIFICATION APPLICATION FOR AGGREGATORS/POWER BROKERS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-5 Experience). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division; 180 East Broad Street, Columbus, Ohio 43215-3793.

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### A. APPLICANT INFORMATION

#### A-1 Applicant's legal name, address, telephone number and web site address

Legal Name Good Energy, L.P.  
 Address 232 Madison Avenue, Third Floor, New York, NY 10016  
 Telephone # (212) 792-0222 Web site address (if any) www.goodenergy.com

#### A-2 List name, address, telephone number and web site address under which Applicant will do business in Ohio

Legal Name Good Energy Consulting Services, L.P. (Good Energy, L.P.)  
 Address 232 Madison Avenue, Third Floor, New York, NY 10016  
 Telephone # (212) 792-0222 Web site address (if any) www.goodenergy.com

#### A-3 List all names under which the applicant does business in North America

Good Energy, L.P.  
Good Energy Consulting Services, LP  
Good Energy Consulting Group, LP

#### A-4 Contact person for regulatory or emergency matters

Name Jean Ketchandji  
 Title Manager - Pricing & Contracts

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
 Technician BMT Date Processed AUG 06 2014

Business address 232 Madison Avenue, Third Floor, New York, NY 10016

Telephone # (646) 588-5777

Fax # (646) 514-9677

E-mail address (if any) jean@goodenergy.com

**A-5 Contact person for Commission Staff use in investigating customer complaints**

Name Javier Barrios

Title Managing Partner

Business address 232 Madison Avenue, Third Floor, New York, NY 10016

Telephone # (212) 792-0222

Fax # (212) 792-0223

E-mail address (if any) info@goodenergy.com

**A-6 Applicant's address and toll-free number for customer service and complaints**

Customer Service address 232 Madison Avenue, Suite 405, New York, NY 10016

Toll-free Telephone # (866) 955-2677

Fax # (866) 275-3083

E-mail address (if any) info@goodenergy.com

**A-7 Applicant's federal employer identification number # 432003973**

**A-8 Applicant's form of ownership (check one)**

- |  |  |
|--|--|
| <input type="checkbox"/> Sole Proprietorship                 | <input checked="" type="checkbox"/> Partnership          |
| <input type="checkbox"/> Limited Liability Partnership (LLP) | <input type="checkbox"/> Limited Liability Company (LLC) |
| <input type="checkbox"/> Corporation                         | <input type="checkbox"/> Other _____                     |

**A-9 (Check all that apply) Identify each electric distribution utility certified territory in which the applicant intends to provide service, including identification of each customer class that the applicant intends to serve, for example, residential, small commercial, mercantile commercial, and industrial. (A mercantile customer, as defined in (A) (19) of Section 4928.01 of the Revised Code, is a commercial customer who consumes more than 700,000 kWh/year or is part of a national account in one or more states).**

- |   |   |  |  |  |
|---|---|--|--|--|
| <input checked="" type="checkbox"/> First Energy                    |   |  |  |  |
| <input checked="" type="checkbox"/> Ohio Edison                     | <input checked="" type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |
| <input checked="" type="checkbox"/> Toledo Edison                   | <input checked="" type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |
| <input checked="" type="checkbox"/> Cleveland Electric Illuminating | <input checked="" type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |
| <input checked="" type="checkbox"/> Cincinnati Gas & Electric       | <input checked="" type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |
| <input type="checkbox"/> Monongahela Power                          | <input type="checkbox"/> Residential            | <input type="checkbox"/> Commercial            | <input type="checkbox"/> Mercantile            | <input type="checkbox"/> Industrial            |
| <input checked="" type="checkbox"/> American Electric Power         |   |  |  |  |
| <input checked="" type="checkbox"/> Ohio Power                      | <input checked="" type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |
| <input checked="" type="checkbox"/> Columbus Southern Power         | <input checked="" type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |
| <input checked="" type="checkbox"/> Dayton Power and Light          | <input checked="" type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |

- A-10** Provide the approximate start date that the applicant proposes to begin delivering services

August 4, 2014

**PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:**

- A-11** **Exhibit A-11 "Principal Officers, Directors & Partners"** provide the names, titles, addresses and telephone numbers of the applicant's principal officers, directors, partners, or other similar officials.
- A-12** **Exhibit A-12 "Corporate Structure,"** provide a description of the applicant's corporate structure, including a graphical depiction of such structure, and a list of all affiliate and subsidiary companies that supply retail or wholesale electricity or natural gas to customers and companies that aggregate customers in North America.
- A-13** **Exhibit A-13 "Company History,"** provide a concise description of the applicant's company history and principal business interests.
- A-14** **Exhibit A-14 "Articles of Incorporation and Bylaws,"** if applicable, provide the articles of incorporation filed with the state or jurisdiction in which the Applicant is incorporated and any amendments thereto.
- A-15** **Exhibit A-15 "Secretary of State,"** provide evidence that the applicant has registered with the Ohio Secretary of the State.

**B. APPLICANT MANAGERIAL CAPABILITY AND EXPERIENCE**

**PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:**

- B-1** **Exhibit B-1 "Jurisdictions of Operation,"** provide a list of all jurisdictions in which the applicant or any affiliated interest of the applicant is, at the date of filing the application, certified, licensed, registered, or otherwise authorized to provide retail or wholesale electric services including aggregation services.
- B-2** **Exhibit B-2 "Experience & Plans,"** provide a description of the applicant's experience and plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.

**B-3** **Exhibit B-3 "Summary of Experience,"** provide a concise summary of the applicant's experience in providing aggregation service(s) including contracting with customers to combine electric load and representing customers in the purchase of retail electric services. (e.g. number and types of customers served, utility service areas, amount of load, etc.).

**B-4** **Exhibit B-4 "Disclosure of Liabilities and Investigations,"** provide a description of all existing, pending or past rulings, judgments, contingent liabilities, revocation of authority, regulatory investigations, or any other matter that could adversely impact the applicant's financial or operational status or ability to provide the services it is seeking to be certified to provide.

**B-5** Disclose whether the applicant, a predecessor of the applicant, or any principal officer of the applicant have ever been convicted or held liable for fraud or for violation of any consumer protection or antitrust laws within the past five years.

☒ No      ☐ Yes

If yes, provide a separate attachment labeled as **Exhibit B-5 "Disclosure of Consumer Protection Violations"** detailing such violation(s) and providing all relevant documents.

**B-6** Disclose whether the applicant or a predecessor of the applicant has had any certification, license, or application to provide retail or wholesale electric service including aggregation service denied, curtailed, suspended, revoked, or cancelled within the past two years.

☒ No      ☐ Yes

If yes, provide a separate attachment labeled as **Exhibit B-6 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation"** detailing such action(s) and providing all relevant documents.

## **C. APPLICANT FINANCIAL CAPABILITY AND EXPERIENCE**

**PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:**

**C-1** **Exhibit C-1 "Annual Reports,"** provide the two most recent Annual Reports to Shareholders. If applicant does not have annual reports, the applicant should provide similar information in Exhibit C-1 or indicate that Exhibit C-1 is not applicable and why.

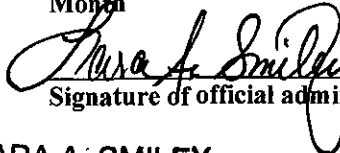
**C-2** **Exhibit C-2 "SEC Filings,"** provide the most recent 10-K/8-K Filings with the SEC. If applicant does not have such filings, it may submit those of its parent company. If the applicant does not have such filings, then the applicant may indicate in Exhibit C-2 that the applicant is not required to file with the SEC and why.

- C-3 Exhibit C-3 “Financial Statements,”** provide copies of the applicant’s two most recent years of audited financial statements (balance sheet, income statement, and cash flow statement). If audited financial statements are not available, provide officer certified financial statements. If the applicant has not been in business long enough to satisfy this requirement, it shall file audited or officer certified financial statements covering the life of the business.
- C-4 Exhibit C-4 “Financial Arrangements,”** provide copies of the applicant's financial arrangements to conduct CRES as a business activity (e.g., guarantees, bank commitments, contractual arrangements, credit agreements, etc.,).
- C-5 Exhibit C-5 “Forecasted Financial Statements,”** provide two years of forecasted financial statements (balance sheet, income statement, and cash flow statement) for the applicant’s CRES operation, along with a list of assumptions, and the name, address, e-mail address, and telephone number of the preparer.
- C-6 Exhibit C-6 “Credit Rating,”** provide a statement disclosing the applicant’s credit rating as reported by two of the following organizations: Duff & Phelps, Dun and Bradstreet Information Services, Fitch IBCA, Moody’s Investors Service, Standard & Poors, or a similar organization. In instances where an applicant does not have its own credit ratings, it may substitute the credit ratings of a parent or affiliate organization, provided the applicant submits a statement signed by a principal officer of the applicant’s parent or affiliate organization that guarantees the obligations of the applicant.
- C-7 Exhibit C-7 “Credit Report,”** provide a copy of the applicant’s credit report from Experian, Dun and Bradstreet or a similar organization.
- C-8 Exhibit C-8 “Bankruptcy Information,”** provide a list and description of any reorganizations, protection from creditors or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or within the two most recent years preceding the application.

**C-9** Exhibit C-9 "Merger Information," provide a statement describing any dissolution or merger or acquisition of the applicant within the five most recent years preceding the application.

 Managing Partner  
Signature of Applicant & Title

Sworn and subscribed before me this 4<sup>th</sup> day of August, 2014  
Month Year

  
Signature of official administering oath

Tara A. Smiley / EA  
Print Name and Title

**TARA A. SMILEY**

Notary Public - State of New York  
No. 01SM6201262

Qualified in Kings County

My Commission Expires February 17, 2017.

My commission expires on February 17, 2017

# **AFFIDAVIT**

State of New York :

Manhattan ss.  
(Town)

County of New York :

Javier Barrios, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Managing Partner (Office of Affiant) of Good Energy, LP <sup>DBA: Good Energy Consulting Services</sup> (Name of Applicant);

That he/she is authorized to and does make this affidavit for said Applicant,

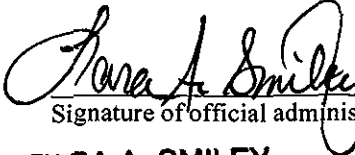
1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.
6. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief and that he/she expects said Applicant to be able to prove the same at any hearing hereof.

 Managing Partner  
Signature of Affiant & Title

Sworn and subscribed before me this 4<sup>th</sup> day of August, 2014  
Month Year

  
Signature of official administering oath

Tara A. Smiley/EA  
Print Name and Title

**TARA A. SMILEY**  
Notary Public - State of New York  
No. 01SM6201262  
Qualified in Kings County  
My Commission Expires February 17, 2017

My commission expires on February 17, 2017



## Exhibit A-11 "Principal Officers, Directors, & Partners"

**Applicant:** Good Energy, LP dba Good Energy Consulting Services, LP.

- I. Maximilian Hoover  
President  
Good Energy, L.P.  
232 Madison Ave. STE 405  
New York, NY 10016  
[Max@goodenergy.com](mailto:Max@goodenergy.com)  
(212) 792-0222 Ext. 3007
- II. Charles de Casteja  
Managing Partner  
Good Energy, L.P.  
232 Madison Ave. STE 405  
New York, NY 10016  
[Charles@goodenergy.com](mailto:Charles@goodenergy.com)  
(212) 792-0222 Ext. 3106
- III. Scott Heath  
Managing Partner  
Good Energy, L.P.  
1011 S. Broadway St. Suite 100  
Carrollton, TX 75006  
[Scott@goodenergy.com](mailto:Scott@goodenergy.com)  
(972) 200-9770 Ext. 1772
- IV. Javier Barrios  
Managing Partner  
Good Energy, L.P.  
232 Madison Ave. STE 405  
New York, NY 10016  
[Javier@goodenergy.com](mailto:Javier@goodenergy.com)  
(212) 792-0222 Ext. 3103

## **Exhibit A-12 "Corporate Structure"**

**Applicant: Good Energy, LP dba Good Energy Consulting Services, LP.**

### **Maximilian Hoover, President**

A founding member of Good Energy, Maximilian Hoover, brokered his first retail natural gas contract in 1996 in Hilliard, Ohio. The contract was by and between One Mill Run, Limited Partnership, the owner of a 168,017 square foot Class A office property, and American Electric Power's retail gas division. Mr Hoover brokered his first retail electricity contract in 1997 in Blue Bell, Pennsylvania. The contract was by and between 1777 Sentry Park West, LP, the owner of an office park consisting of four Class A office buildings totaling 220,516 square feet and Exelon Corporation.

The 1996 natural gas contract and the 1997 electricity supply contract illustrate the fact that Good Energy personnel have been involved in the retail brokerage of energy contracts in the United States for just about as long as the beginning of deregulation.

### **Charles de Casteja, Managing Partner**

Charles de Casteja is a pioneer of the writing, negotiating and running of municipal RFPs and the management of aggregated load for large scale public sector aggregations in New Jersey, Ohio and Illinois. He was selected to serve as the energy procurement consultant to the cities of Peoria, Pekin, and East Peoria, Illinois as well as to the Counties of Tazewell, Peoria, Illinois and Rockland & Orange, NY. In addition, his team currently manages an electrical aggregation in New Jersey which includes 300 public schools, multiple townships, and Middlesex County, the second largest county in the state.

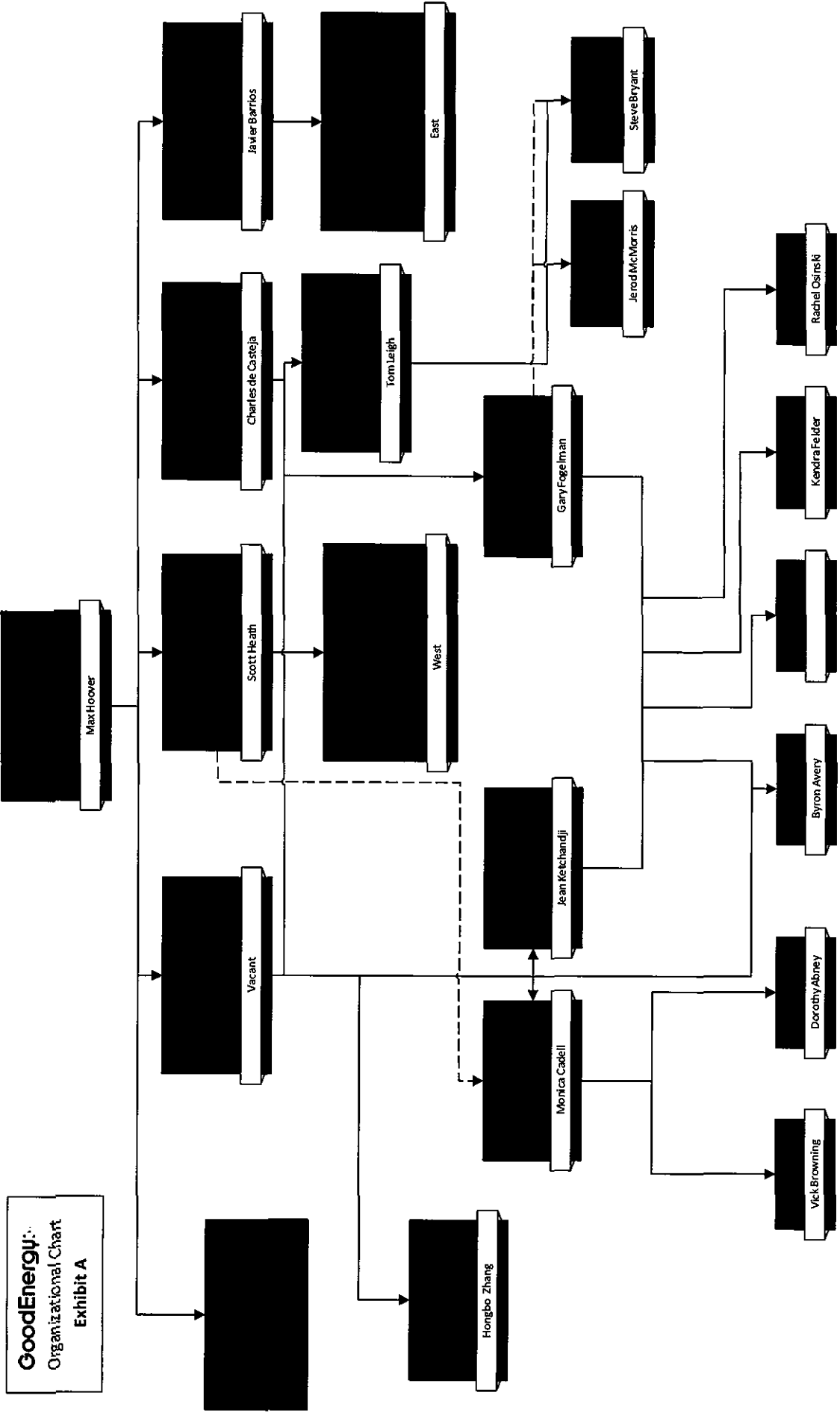
### **Scott Heath, Managing Partner**

A founding member and Managing Partner of Good Energy, Scott Heath, worked closely with government agencies including schools, military installations, and municipal utilities in his capacity as Key Account Manager for Choctawhatchee Electric Cooperative ), the *fifth largest electric cooperative* in the state of Florida and for San Antonio's City Public Service. Mr. Heath's many years of experience in this capacity shows that *Good Energy's team understands the utility-related needs of government agencies*. Prior to joining Good Energy, Mr. Heath served as Manager of Energy Marketing for Reliant Energy, where Mr. Heath spearheaded the first deregulated team in North Texas under Solutions Division of the company.

### **Javier Barrios, Managing Partner**

A founding member and Managing Partner of Good Energy, Javier Barrios, brokered *Suez Energy's first ever retail electricity supply contract* in the United States. The contract was by and between Suez, and a commercial properties group in New York, and commenced on December 30, 2002. Good Energy had a hand in contributing to Suez Energy's success in various United States retail electric supply markets. In April of 2003, Mr. Barrios brokered a contract by and between Entergy and Teppco Partners, an oil and gas pipeline company, which was the culmination of months of work aggregating data from nearly *300 electricity accounts across Texas*. One year later, Mr. Barrios brokered another contract for Teppco, this time in Illinois with Constellation Energy as retail electricity provider. This is just one of many experiences Good Energy has had, which not only highlight our ability to broker complex retail energy contracts, but also our expertise in multiple deregulated US retail energy markets.

***See attached Corporate Structure diagram on Exhibit A***



**GoodEnergy**  
Organizational Chart  
Exhibit A

## **Exhibit A-13 "Company History"**

**Applicant: Good Energy, LP dba Good Energy Consulting Services, LP.**

Good Energy, LP has been in existence and active in a variety of different levels of the energy industry since before deregulation came into being in the State of Ohio. This includes Procurement for Electricity, Natural Gas, Heating Oil, Renewable Power, Lighting Management, Lighting Store: GoodMart.com, Demand Response (Energy Curtailment), Power Factor Correction and Engineering Studies. As a result, Good Energy brings an enormous amount of experience from all areas of the energy industry, adding to the insights which guide our decision making processes. Good Energy is active in all deregulated markets within the continental U.S. and Canada.

Good Energy's principal business interests are in serving as a consultant and/or broker and/or aggregator of electricity in order to help our Public and Private sector clients achieve energy cost savings and maximize energy efficiencies. We also offer renewable energy strategies. With extremely strong relationships with approximately 45 different national suppliers of energy, Good Energy is in a unique position for intelligence gathering, adding significantly to our negotiating strength with these suppliers. In addition, because of the ongoing programs now administered by Good Energy in several states, suppliers understand the extent of our footprint and are now far more likely to concede various contract terms and provide very competitive pricing.

In addition, Good Energy is certified by the center of Resource Solutions as a Green-e Energy Marketer selling retail and wholesale RECs (Renewable Energy Certificates) in all states. Good Energy also received partnership status with ENERGY STAR. As the government-backed, trusted symbol for energy efficiency, ENERGY STAR was created to help consumers easily identify products and practices that save energy and money, and help protect the environment.

**Exhibit A-14 “Articles of Incorporation and Bylaws”**

**Applicant: Good Energy, LP dba Good Energy Consulting Services, LP.**

Please see attached documents.

**LIMITED PARTNERSHIP AGREEMENT**

**OF**

**GOOD ENERGY L.P.**

LIMITED PARTNERSHIP AGREEMENT ("Agreement") made as of this 12th day of March, 2003, by and between GOOD ENERGY LLC, a New York limited liability company with an address at 45 Main Street, Brooklyn, New York 11021 as the general partner (the "General Partner"), and GOOD ENERGY II LLC, a Delaware limited liability company with an address at 45 Main Street, Brooklyn, New York 11201 as sole limited partner (the "Limited Partner").

**W I T N E S S E T H:**

WHEREAS, GOOD ENERGY L.P., a Delaware limited partnership (the "Partnership") was formed pursuant to a Certificate of Limited Partnership filed in the State of Delaware wherein the General Partner was named as general partner and the Limited Partner was named as the limited partner;

NOW, THEREFORE, it is agreed as follows:

**ARTICLE I**  
**Definitions**

1.01 Definitions: As used herein the following terms shall have the following meanings:

(a) "Code" shall mean the Internal Revenue Code of 1986, as amended, or corresponding provision of future laws.

(b) "General Partner" shall mean Good Energy LLC, a New York limited liability company.

(c) "Limited Partner" shall mean Good Energy II LLC, a Delaware limited liability company.

(d) "Partnership" shall mean the Limited Partnership described herein and which shall be composed of the General Partner and the Limited Partner.

(e) "Partnership Act" shall mean the Delaware Uniform Limited Partnership Act.

(f) "Service" shall mean the Internal Revenue Service.

## ARTICLE II

2.01 Admission of Partners: The Limited Partner is hereby admitted to the Partnership as the sole limited partner and the General Partner is hereby admitted as the sole general partner.

## ARTICLE III

### The Partnership

3.01 Partnership Name and Offices: The name of the Partnership shall be GOOD ENERGY L.P., provided that Partnership business shall be conducted under such name or names as the General Partner deems appropriate to comply with the laws of the particular jurisdictions in which the Partnership does business. The principal office of the Partnership shall be located at 1160 Dairy Ashford, Ste 310, Houston, TX 77079. The General Partner may designate such other or additional offices as may be necessary or appropriate for the purpose of carrying out the business of the Partnership. Prior to conducting any business in any jurisdiction, the General Partner shall either cause the Partnership to comply with all requirements for the qualification of this Partnership to conduct business as a Limited Partnership in such jurisdiction or conduct business in such jurisdiction through other partnerships or by such other means as the General Partner, upon the advice of counsel, deems appropriate to provide limited liability of the therein.

3.02 Character of the Business: The principal business of the Partnership shall be to provide electricity supply and demand management services. The foregoing sentence notwithstanding, the Partnership shall be authorized to engage in any lawful activity and acquire, own, lease, sell, enter in joint ventures, and deal in or with real, personal and/or intangible property, securities and investments of every kind, nature and description consistent with the best interests of the Limited Partner and the Partnership.

3.03 Term of Partnership: The Partnership commenced upon the filing of the Certificate of Limited Partnership and shall continue until July 1, 2059 unless sooner terminated as provided in Article IX hereof.

**ARTICLE IV**  
Capitalization

4.01 Capital Contributions by General Partner: The General Partner shall contribute \$10.00.

4.02 Capital Contributions of Limited Partner. The Limited Partner shall make a capital contribution to the Partnership of \$990.00.

4.03 Nature of Contributions: No Partner shall be required or obligated (a) to contribute any capital to the Partnership other than as provided in Section 4.01, or 4.02 hereof, or (b) to lend any funds to the Partnership. No interest shall be paid on any capital contributed to the Partnership pursuant to Section 4.01 or 4.02 and, except as otherwise provided herein, no Partner may withdraw its Capital Contribution.

**ARTICLE V**  
Allocations of Profits and Losses; Distribution of Funds

5.01 General: The profits and losses of the Partnership, which shall be computed at the end of each taxable year, shall be determined in accordance with the principles applied in determining income, gains, expenses, deductions, credits or losses, as the case may be, reported by the Partnership for federal income tax purposes on its federal income tax return for such year. In the case of a transfer of an interest in the Partnership during any taxable year of the Partnership, every item of partnership income, loss, deduction and credit attributable to such Unit shall be divided and allocated proportionately between the transferor and transferee based upon the number of months during such taxable year for which such Limited Partner is recognized as such in accordance with Section 7.02. For purposes of accounting simplicity in the case of a transfer of a Partnership interest, the Partnership will treat the party who is the recognized owner of the Partnership interest as of the close of business on the last day of any calendar month as the owner of the Partnership interest for the entire month. The General Partner is authorized to alter this accounting convention to conform with any regulation or administrative rulings issued by the Treasury Department or the Service. Except as may be required by Section 9.02 below, in connection with winding up the Partnership, a deficit may be carried in the capital account of the General Partner without the General Partner being required to make a contribution to the capital of the Partnership.



## 5.02 Capital Accounts.

(a) General. A separate capital account ("Capital Account") shall be established and maintained for each Partner on the books and records of the Partnership. Capital Accounts shall be maintained in accordance with Regulation Section 1.704-1(b) and any inconsistency between the provisions of this Agreement, and the Regulations shall be resolved in favor of the Regulations. In the event the General Partner shall determine that it is prudent to modify the manner in which the capital accounts, or any debits or credits thereto, are computed in order to comply with such regulations, the General Partner may make such modification, provided that it is not likely to have a material effect on the amounts distributable to Limited Partner pursuant to Article IX upon the dissolution of the Partnership. The General Partner shall also make appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulation Section 1.704-1(b).

(b) Increases to Capital Accounts. Each Partner's Capital Account shall be credited with and increased by the amount of money contributed by him to the Partnership, and allocations to him of Partnership income and gain (or items thereof), and as otherwise required by Treasury Regulations promulgated under Section 704(b) of the Code.

(c) Decreases to Capital Accounts. Each Partner's Capital Account shall be debited with and decreased by the amount of money distributed to him by the Partnership, the fair market value of property distributed to him by the Partnership (net of liabilities securing such distributed property that he is considered to assume or take subject to under Code Section 752), allocations to him of Partnership loss and deduction, and as otherwise required by the Treasury Regulations promulgated under Section 704(b) of the Code.

(d) Transfers. Except as otherwise specifically provided in this Agreement, a Partner's Capital Account shall be determined after giving effect to all allocations of items of income, gain, loss and deduction for transactions effected prior to the time as of which such determination is made, and to all distributions theretofore made for such year. Any transferee of a Partnership interest shall have the same Capital Account as the Capital Account of the transferor immediately preceding such transfer.

### 5.03 Allocations of Income and Losses

(a) Income and losses from all sources and all items thereof shall be allocated pro rata based on the capital contributions of the Partners.

5.04 Distributions. Partnership distributions shall be made pro rata based on the capital contributions of the Partners.

## **ARTICLE VI**

### The General Partner

6.01 The General Partner: The General Partner shall have the exclusive right and power to manage and operate the Partnership and to do all things necessary to carry on the business of the Partnership for the purposes described in Section 3.02. The General Partner shall devote so much of its time to the business of the Partnership as in its judgment the conduct of the Partnership's business shall reasonably require and shall not be obligated to do or perform any act or thing in connection with the business of the Partnership not expressly set forth herein. The General Partner is liable for all obligations of the Partnership, except to the extent that the Partnership obtains financing where the lender has recourse only against the property which secures such financing or other property of the Partnership. The General Partner may engage in business ventures of any nature and description independently or with others and neither the Partnership nor its Limited Partner shall have any rights in and to such independent ventures or the income or profits derived therefrom. Nothing contained herein shall relieve the General Partner of any fiduciary responsibilities to the Partnership or the Partners.

6.02 Authority of the General Partner: The General Partner is specifically authorized and empowered, on behalf of the Partnership, without any further consent of the Limited Partner, to do any act or execute any document or enter into any contract or any agreement of any nature necessary or desirable, in the opinion of the General Partner, in pursuance of the purposes of the Partnership. Without limiting the generality of the foregoing, in addition to any and all other powers conferred upon the General Partner pursuant to this Agreement and the Partnership Act, and except as otherwise prohibited by law or hereunder, the General Partner shall have the power and authority to:

(a) Enter into contracts, leases, assignments and agreements including employment agreements, on behalf of the Partnership in pursuance of the purposes of the Partnership;

(b) Compromise, submit to arbitration, sue or defend any and all claims in favor of or against the Partnership;

(c) Subject to the provisions of this Agreement, make or revoke any election permitted the Partnership by any taxing authority;

(d) Perform any and all acts it deems necessary or appropriate for the protection and preservation of the Partnership assets;

(e) Maintain at the expense of the Partnership such insurance coverage for public liability, fire and casualty, and any and all other insurance necessary or appropriate to the business of the Partnership in such amounts and of such types as they shall determine from time to time;

(f) To borrow money from and assume indebtedness to banks, other lending institutions or other sources, including the General Partner and its Affiliates, and in connection therewith to mortgage, pledge or create other security interests on any or all of the property of the Partnership and income therefrom and to secure or provide for the repayment of such borrowings, and to determine the amounts of borrowings, and all terms and conditions, in its sole discretion;

(g) To lease or sell any assets of the Partnership for any Partnership purpose; provided that the sale of all or substantially all of the assets of the Partnership shall be subject to the approval of the Limited Partner;

(h) Enter into agreements to hire services of any kind or nature; and

(i) Perform any and all acts, and execute any and all documents it deems necessary or appropriate to carry out the purposes of the Partnership.

6.03 Indemnification: The General Partner shall not be required to devote all of its time or business efforts to the affairs of the Partnership, but shall devote so much of its time and attention to the Partnership as is reasonably necessary and advisable to manage the affairs of the Partnership to the best advantage of the Partnership. The General Partner shall not have any liability for the repayment of capital contributions of the Limited Partner. In addition, the doing of any act or the omission

to do any act by the General Partner, the effect of which may cause or result in loss or damage to the Partnership, if done in good faith and in accordance with sound business practices and otherwise in accordance with the terms of the Partnership Agreement, shall not subject the General Partner to any liability. The Partnership hereby indemnifies and holds the General Partner, and its officers, members, managers, consultants, contractors, representatives and agents, harmless from any claim, loss, expense, liability, action or damage resulting from any such act or omission, including, without limitation, reasonable costs and expenses of litigation and appeal (including reasonable fees or any expenses of attorneys engaged in defense of such act or omission); provided, however that, the General Partner, and its officers, members, managers, consultants, contractors, representatives and agents shall not be entitled to be indemnified, held harmless, exculpated or exonerated with respect to matters due to, or arising from intentional or criminal wrongdoing, fraud, or bad faith. Notwithstanding the foregoing, such limitation of liability or indemnification shall not affect any rights granted to the Limited Partner by any applicable laws.

6.04 Fees and Expenses: The General Partner will not be paid a fee in connection with its services to the Partnership unless approved by the Limited Partner. The General Partner will be reimbursed for all reasonable out-of-pocket expenses incurred by it or its affiliates on behalf of the Partnership.

6.05 Assignment of Interest; Withdrawal: The General Partner shall not have the right to sell, transfer or assign its interest in the Partnership, or any part thereof, or otherwise to withdraw or retire as general partner of the Partnership without the written consent of the Limited Partner upon sixty (60) days prior written notice. Notwithstanding the foregoing, the General Partner shall without any further consent have the right to collaterally assign or pledge its rights to receive distributions of Partnership profits and its Partnership interest to a bank or other financial institution.

**ARTICLE VII**  
**Limited Partner**

7.01 Management: The Limited Partner shall not take part in the management of the business of the Partnership or transact any business in the name of the Partnership. In addition, the Limited Partner shall have no power to sign or bind the Partnership to any agreement or document. The Limited Partner shall have the right to vote only with respect to those matters specifically provided for in these Articles.

7.02 Assignment of Interests:

(a) Subject to any restrictions on transferability required by law or contained in this Agreement, the Limited Partner shall have the right to assign its interest in the Partnership by a written instrument of assignment of the Partnership interest, the terms of which are not in contravention of any of the provisions of this Agreement, which instrument shall be duly executed by the assignor of such Partnership interest and provided that the transferee is reasonably acceptable to the General Partner. The Limited Partner shall notify the General Partner of any assignment of a beneficial interest in its Partnership interest which occurs without a transfer of record ownership.

(b) No assignment, sale, transfer, exchange or other disposition of any Partnership interest may be made except in compliance with the then applicable rules of any other applicable governmental authority.

(c) Any assignment, sale, exchange or other transfer of a Partnership interest in contravention of any of the provisions herein contained shall be void and ineffectual, and shall not bind or be recognized by the Partnership.

(d) Notwithstanding the above, the Limited Partner may collaterally assign its interest in the Partnership to a bank or other financial institution.

7.03 Substituted Limited Partner: No assignee shall have the right to become a substituted Limited Partner in place of its assignor, except as otherwise provided herein, unless all of the following conditions are first satisfied:

(a) A duly executed and acknowledged written instrument of assignment shall have been filed with the Partnership, which instrument shall specify the Partnership interest being

assigned and set forth the intention of the assignor that the assignee succeed to the assignor's interest as a substituted limited partner in its place; and

(b) The assignor and assignee shall have executed and acknowledged such other instruments as the General Partner may deem necessary or desirable to effect such substitution, including the written acceptance and adoption by the assignee of the provisions of this Agreement.

#### 7.04 Removal and Withdrawal of a General Partner:

(a) The General Partner may not be removed except for cause, unless otherwise provided by law.

(b) Any successor general partner may be removed only upon the terms and conditions provided in this Section.

(c) In the event that a General Partner desires to withdraw from the Partnership for whatever reason, it may do so only upon sixty (60) days prior written notice provided that it receives the consent of the Limited Partner and a successor general partner must be first elected by the Limited Partner.

(d) Immediately after the removal or withdrawal of a General Partner, the remaining General Partner or a successor General Partner shall prepare, execute, file for recordation, and cause to be published, an amended certificate of limited partnership in accordance with the Partnership Act.

(e) In the event of a removal or withdrawal of a General Partner, it or he shall have no further obligations or liabilities to the Partnership or the Limited Partner.

### **ARTICLE VIII**

#### Fiscal Year, Books and Records, Financial Statements, Bank Accounts and Tax Elections

8.01 Fiscal Year: The Partnership, for accounting and income tax purposes, shall operate on a fiscal year, which shall be each twelve month period from January 1<sup>st</sup> to December 31<sup>st</sup>.

8.02 Books and Records; Capital Accounts:

(a) The Partnership's books and records shall be maintained at the principal office of the Partnership and the Limited Partner shall have access thereto during normal business hours and at all reasonable times agreed to by the General Partner.

(b) The Partnership shall establish and maintain on its books and records for each Partner a capital account which shall be credited with the amount of its Capital Contribution, when made, shall be credited or charged, as the case may be, with its share of Partnership profit or loss, and shall be charged with the amounts of any distribution to him pursuant to Article V or Section 9.02. The parties hereto agree that in the event there should from time to time be a negative balance in the capital account of one or more Partners, such negative balance shall not be deemed an asset of the Partnership or of any other Partner and no other Partner shall have any liability either to the Partnership or to any other Partner with respect thereto.

8.03 Bank Accounts: All funds of the Partnership shall be deposited in such separate bank account or accounts as shall be determined by the General Partner. All withdrawals therefrom shall be made upon checks signed by the President of the General Partner or any person authorized to do so by the General Partner.

8.04 Federal Income Tax Elections:

(a) All elections required or permitted to be made by the Partnership under the Code shall be made by the General Partner at its discretion.

(b) In the event of the transfer of an interest in the Partnership by sale or exchange, or on the death of a Partner, the transferee of such Partnership interest may request in writing that the Partnership make an election, pursuant to Code Section 754, to adjust the basis of the Partnership property. The General Partner shall determine, in its sole discretion, whether or not the Partnership shall make such election. In no event shall a transferee have any right to require the Partnership to make an election pursuant to Code Section 754.

(c) The General Partner shall be the Tax Matters Partner for all purposes under Code Sections 6221 through 6232.

## **ARTICLE IX**

### **Dissolution - Termination and Distribution**

#### **9.01 Dissolution:**

(a) The bankruptcy of the Limited Partner shall not dissolve the Partnership. The successor to the rights of such Limited Partner shall have all the rights of a Limited Partner, provided, however, that no successor shall become a substituted limited partner except in accordance with Article VII hereof. Neither the admission nor substitution of a Limited Partner shall work a dissolution of the Partnership.

(b) The Partnership shall be dissolved upon the earliest to occur of: (i) subject to the provisions of Subsection (c) below, the removal or withdrawal of the General Partner, (ii) the dissolution, liquidation or bankruptcy of the last remaining general partner; (iii) the forfeiture or abandonment of all or substantially all of the Partnership's assets; (iv) thirty years after the date hereof; (v) the written decision of the General Partner; or (vi) any event causing dissolution of the Partnership under the Partnership Act.

(c) Upon the occurrence of any event described in Subsection (b)(i) or (b)(ii) above, the Limited Partner may elect to continue the Partnership by appointing a successor general partner within sixty days after the occurrence of such event.

#### **9.02 Winding up the Partnership:**

(a) Upon the dissolution of the Partnership, the assets or proceeds of sale of the assets of the Partnership shall be distributed as follows:

(i) all of the Partnership's debts and liabilities to persons other than the General Partner or its affiliates shall be paid and discharged;

(ii) all outstanding debts and liabilities to the General Partner and its affiliates shall be paid and discharged;

(iii) distributions shall be made in accordance with the positive Capital Account balances of the Partners consistent with Article V herein; and



(iv) the remaining assets, proceeds of sale or income of the Partnership generated thereafter shall be distributed to the Partners in accordance with Article V.

(b) In determining the Capital Accounts of the Partners for this purpose, any distribution in kind shall be considered a sale of the property distributed so that any unrealized gain or loss with respect to such property shall be deemed to have been realized and allocated among the Partners in accordance with Article V.

(c) Upon dissolution, the Limited Partner shall look solely to the assets of the Partnership for the return of its cash investment, and if the Partnership's property remaining after the payment or discharge of the debts and liabilities of the Partnership is insufficient to return the cash investments of the Limited Partner, the Limited Partner shall have no recourse against the General Partner. Notwithstanding the foregoing, in the winding up of the affairs of the Partnership and the distribution of its assets shall be conducted exclusively by the General Partner, who is hereby authorized to do any and all acts and things authorized by law for these purposes. However, if the Partnership is dissolved for any reason set forth in Section 9.01(b)(ii), the Limited Partner shall designate a party to act as a liquidating trustee.

## **ARTICLE X**

### **Miscellaneous Provisions**

10.01 Notices: Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an officer of the party to whom the same is directed or sent by registered or certified mail, postage and charges prepaid, addressed as follows: If to the General Partner, to 45 Main Street, Suite 403, Brooklyn, New York 11201, or such other address as the General Partner may subsequently provide to the Limited Partner in writing; if to the Limited Partner, to 45 Main Street, Suite 403, Brooklyn, New York 11201.

Unless otherwise expressly set forth in this Agreement to the contrary, any such notice shall be deemed to be given on the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

10.02 Paragraph Headings: The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

10.03 Severability: Every portion of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid by any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

10.04 Sole Agreement: This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly approved and executed by the General Partner and the Limited Partner as provided in Section 10.08 of this Agreement.

10.05 Applicable Law: This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Delaware.

10.06 Execution in Counterparts: This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

10.07 Waiver of Action for Partition: Each of the parties irrevocably waives during the term of the Partnership any right that he or it may have to maintain any action for partition with respect to the property of the Partnership.

10.08 Amendments:

(a) Unless otherwise specifically herein provided, this Agreement shall not be amended without the consent of the General Partner and Limited Partner.

(b) The General Partner may without notice to, or consent of the Limited Partner, amend any provision of these Articles, or consent to and execute any amendment to these Articles, to reflect:

(i) A change in the name or location of the principal place of business of the Partnership or the General Partner;

(ii) A reduction in, return of, or withdrawal of, all or a portion of any Limited Partner's Capital Contribution;

(iii) A correction of any typographical error or omission;

(iv) A change which is necessary in order to qualify the Partnership as a limited partnership under the laws of any other state or which is necessary or advisable in the opinion of the General Partner to ensure that the Partnership will not be treated as an association taxable as a corporation for federal income tax purposes; providing, however, that no material substantive right of a Limited Partner is changed; or

(v) Any other amendment similar to the foregoing.

10.09 Partnership Act: Notwithstanding anything to the contrary herein contained, the Limited Partner shall have the rights granted to it under the Partnership Act.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

**GENERAL PARTNER:**

GOOD ENERGY LLC

By: 

Maximilian Hoover  
President

**LIMITED PARTNER:**

GOOD ENERGY II LLC

By: 

Maximilian Hoover  
President

**Exhibit A-15 “Secretary of State”**

**Applicant: Good Energy, LP dba Good Energy Consulting Services, LP.**

Please see attached documents.

**United States of America  
State of Ohio  
Office of the Secretary of State**

*I, Jennifer Brunner, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show **GOOD ENERGY CONSULTING SERVICES, L.P. (GOOD ENERGY L.P.)**, a Delaware Limited Partnership, Registration Number 1904646, filed on January 04, 2010, is currently in **FULL FORCE AND EFFECT** upon the records of this office.*



*Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 5th day of January, A.D. 2010*

A handwritten signature in cursive script, reading "Jennifer Brunner".

Ohio Secretary of State

Validation Number: V20105J2319D

## **Exhibit B-1 “Jurisdictions of Operations”**

**Applicant: Good Energy, LP dba Good Energy Consulting Services, LP.**

California

Connecticut

Delaware

Illinois

Maine

Maryland

Michigan

New Hampshire

New Jersey

New York

Ohio

Oregon

Pennsylvania

Texas

## **Exhibit B-2 “Experience & Plans”**

**Applicant: Good Energy, LP dba Good Energy Consulting Services, LP.**

Good Energy has long experience working with commercial, industrial and municipal clients to achieve energy cost savings goals through procurement and demand side management. Whether the goals are budget certainty, long-term purchasing, flexibility, demand reduction, we create solutions to fit these objectives. Good Energy has shepherded many clients through the evolution of energy products with special consideration to levels of risk tolerance. We develop graphs and charts profiling current and historic energy consumption prior to any meeting with a client and point out any anomalies outside of any usual seasonal changes. If during the term of our management we perceive any out-of-the-ordinary usage patterns we immediately notify the client.

By generating competition between qualified retail electricity providers, ensuring a level playing field, keeping a careful watch on wholesale energy prices and effectively finding and comparing the available rates and contracts, Good Energy can help Customers choose the retail energy provider or a wholesale market entry strategy and product structure most advantageous to customers. We offer an energy assessment designed to keep things simple. This assessment includes a detailed history of customers’ existing energy consumption, a complete summary of the competitive supply offers and the necessary information needed to make an informed decision, including information about the capabilities of the qualified energy providers, current market conditions, historical trends, and more.

Upon election to switch providers, we will work with customers from start to finish, and ensure that the experience is a positive one for customers, although the process by no means ends with the consummation of the commodity contract. Good Energy will continue to monitor the monthly bills to ensure accuracy, and we monitor the wholesale market to identify opportunities to issue new and improved RFPs for contract renewal or extension.

We think it is critical to view energy procurement in a different way than other types of procurement, because taking advantage of major market movements in wholesale energy supply can mean very significant savings for customers. For example, while it might be good practice to issue an annual RFP at the same time each year for employee health insurance, this would not be a good idea when procuring energy due to the fact that the market will dictate the best times to issue RFPs.

Properly armed with the buying tools provided by Good Energy, the financial risk associated with commodity procurement will be mitigated. For example, if the market is unseasonably high, but still yielding a price advantage over the standard offer, we might recommend a product consisting of a three month block of energy to fix the near-term price, while floating the last nine months of the contract price, with the expectation that the market might soften between now and three months from now, permitting the later procurement of an additional block to fix the price for the latter part of the contract.

Good Energy can model scenarios for customers to assist in the evaluation of these complex product structures, which can have the effect of minimizing risk and price at the end of the final analysis. While we fully understand that many customers only want firm-fixed pricing, we want to demonstrate to them the myriad alternatives.

Good Energy currently buys energy products for many clients, nationally, with our strategy based on budgetary certainty. Our plans usually include a ratio of fixed and floating strategies in order to maintain maximum flexibility. Good Energy takes an active approach when it comes to hedging. Our proprietary database-driven energy management system, "goodenergy.net", constantly notifies our staff as to changes in market conditions, which may influence strategies currently in place. Energy cost hedging is an everyday process at Good Energy.

## **ENERGY PROCUREMENT: HOW IT WORKS**

Good Energy will obtain the key data, including Letters of Authorization, ("LOA"), for each of the accounts. LOA forms will be filled out by Good Energy, requiring only customers review and signature.

Upon receipt of the LOAs, Good Energy will immediately request historical data from the utility and verify that the data received matches the account profile, service address, etc. The electronic format of historical usage data will be uploaded to goodenergy.net. Armed with this data, Good Energy will be perfectly positioned to make intelligent recommendations with quantifiable benefits to advice customers.

We look at trends on a year over year basis and on an increasing/decreasing slope basis. Either way these consumption patterns influence our final decision regarding purchasing strategies. Each month, usage data is loaded into our goodenergy.net, our proprietary database from which detailed reports can be produced.

The consolidation of this pricing is a critical first step to negotiating with suppliers. Armed with a clear understanding of the contents of the various offers, we are best prepared to achieve customers' desired goals.

Good Energy participates actively with energy suppliers at every level. Goodenergy.net is used to assemble historical usage data from multiple accounts in preparation for pricing requests to be sent to multiple retail electricity providers. This means that Good Energy can very quickly act on buying opportunities and RFPs.

Good Energy has contracts in place with over three dozen of the most reliable and responsible retail energy providers servicing customers within the United States, including Hess Corporation, Exelon Energy, Green Mountain Energy, SUEZ Energy Corporation, Integrys Energy, ConEdison Solutions, Constellation Energy, Nextera Energy Services, Direct Energy, TransCanada Power, Noble Energy Solutions, Hudson Energy and many more. Good Energy communicates with these retail electricity providers and other fuel oil and natural gas providers on a daily basis, and we are constantly soliciting pricing, expediting contract execution, facilitating meter readings for supplier change, handling customers' billing concerns and performing other tasks that permit us regularly to exceed our customers' and our suppliers'



expectations. Good Energy's excellent business relationships with these retail energy providers and our first-class technology solutions will enable us to handle the entire energy procurement process for customers, while maintaining absolute process transparency and constant access to detailed electricity account and other information. Importantly, customers will benefit from Good Energy's economy of scale and excellent relationships with the key retail electricity providers because Good Energy will be able to extract pricing proposals from these and other retail electricity providers chosen by customers *quickly* and *accurately*.

Upon contract execution, Good Energy will upload the signed contract to goodenergy.net, and the winning retail electricity provider will be asked to confirm back to Good Energy that the contract has been accepted and hedged. Good Energy will verify that original documents are circulated between the retail electricity provider and customers, and Good Energy will follow up with the retail electricity provider to make sure the meters are switched on a timely basis pursuant to the contract. Goodenergy.net has built-in features that will make it easy for Good Energy personnel to follow up with the retail electricity provider chosen to serve customers accounts to ensure that each account has been switched on a timely basis.

## **OTHER SERVICES: POST COMMODITY PURCHASING**

### **Budgeting and Tracking**

- All data collected will be input into goodenergy.net as it is received. For quality control purposes, one Good Energy point of contact will be responsible for all data entry.
- We develop management reports that measure the variation between actual performance and goals.
- We create progress reports which are given to our current client base on a regular basis. Again through [www.goodenergy.net](http://www.goodenergy.net) we are able to generate variation reports among many other reports and analyses.
- We provide analytical and quantitative support in the development of tools, reports, and procedures for use in customers' energy management process.
- The goodenergy.net features a reporting section which will permit us to generate dynamic reports at any time showing key energy usage data and costs, among other things.
- We provide custom reports in all areas of energy procurement to customers upon request and when we feel the support is needed to make energy decisions. We constantly develop new tools to further our analytical offerings to clients.

### **Track energy consumption to ensure billing accuracy.**

Good Energy has access to utility data from the incumbent utility which when compared to the ESCO's billed usage should size up. Differences in calendar month usage and meter date usage

are easily reconcilable. Use of our monthly bill reporting service as shown above makes monthly reconciliations easy.

**Tracking Customers requirements to report information to energy vendors are met.**

If customers have some unexpected increases or decreases in contractual usage, we would need to forewarn the energy supplier. Customers would have to keep us abreast of any changes in operations.

Due to the high volume of daily business we conduct with each reputable supplier in the marketplace, we have the ability to ensure that any customer service issues are resolved quickly and painlessly. Good Energy's active involvement ensures that customers are effectively insulated from the minutiae of day-to-day customer service follow-up and resolution headaches. Good Energy will be customers constant companion and liaison despite which supplier is serving them at any given point in time.

**Perform financial and risk analysis on the fuel and energy markets.**

We do calculate the risk in the energy market, especially when it comes to ESCO viability. ESCOs that go out of business can leave a purchase 100% exposed in an adverse market. Also, energy products pegged to an index can leave an energy user open to serious financial burdens upon events such as Hurricane Katrina. Good Energy will factor in weather forecasts, hurricane prediction models, geo-political considerations, fuel storage, energy demand changes and more to arm customers with the tools needed to choose the appropriate hedges to mitigate risk.

## **Exhibit B-3 "Summary of Experience"**

**Applicant: Good Energy, LP dba Good Energy Consulting Services, LP.**

Customers in deregulated energy states are often initially reluctant to take advantage of savings opportunities which are available when using Alternative Retail Electric Suppliers (ARES), either because they don't understand how multi-year tariffs are established by utilities and how declining wholesale energy prices often allow ARES to be more competitive than the utility, or because there is simply a certain level of comfort and trust in staying with the local utility and the perceived reliability for the delivery of power. At Good Energy, we have seen this time and again, both in the private and public domains. We see it, but above all, we understand it. To alleviate these concerns, Good Energy has developed and continues to develop new ways of communicating with prospective customers, particularly those within aggregation programs and municipally-organized OPT-OUT programs. Our firm's philosophy is to project transparency throughout the process by providing simple tools for the customer which clearly illustrates savings potential. Approaches are broad in scope and include both email and hard mail campaigns, company representative participation in public meetings which discuss the program, utilization of public newsletter spots, local radio/TV spots, and dedicated websites which discuss the program and include hyperlinks to online calculators exclusive to that service region, thereby enabling customers to use their own utility bills for easy comparison.

**EDUCATE:** Email/mail campaigns aim to educate the customer about the current energy environment, how ARES are able to capitalize on that environment and pass those savings onto participating customers, and provide real life examples in the community in a way which is easy to understand for the prospective customer. For those that wish to see what they are likely to save, online calculators have been built which utilize actual bill samples and step-by-step instructions which walk the customer through the comparison process. Two excellent examples of these include those behind the Duke Energy and AEP Ohio utilities in Cincinnati and Central & Southern Ohio respectively. Please see below:

- Duke Energy Online Calculator - <http://www.goodenergy.com/cc.aspx>
- AEP Columbus Southern Online Calculator - <http://www.goodenergy.com/dublin.aspx>

Both of these calculator examples hyperlink from dedicated program sites such as:

- Cincinnati USA Regional Chamber - <http://www.cincinnatiachamber.com/electricity/>
- Upper Arlington Area Chamber of Commerce - <http://www.goodenergy.com/partner/upper-arlington-area-chamber.aspx>

Once the process is demystified and the benefits of the program gain more widespread acceptance, enrollment is facilitated and often accelerates rapidly, making subsequent programs more immediately palatable to target markets.

## **CURRENT AGGREGATION CUSTOMERS INCLUDE:**

**Cincinnati USA Regional Chamber of Commerce, OH** - design and implementation of Electricity Savings Program (<http://www.cincinnati-chamber.com/electricity/>)

**Gathered 3 bids on November 10th, 2010. Winning supplier(s): Duke Energy Retail Sales and First Energy Solutions**

The success of the program is best quantified by the following statistics:

4959 total member businesses

*Phase 1 – Initial aggregation - completed December 2010.*

Number of businesses participating: 97

Number of residents participating: 10,000

Total kWh enrolled: 20,633,705

Total estimated savings: \$844,207.78 or 44%

*Phase 2 – Supplementary rolling enrollment – completed December 2011*

Number of businesses participating: 49

Number of residents participating: 7400

Total annual kWh enrolled: 21,419,504

Total estimated savings: \$788,319.80

*Phase 3 Aggregation 2012 coinciding with new tariff*

Currently in data collection phase; this will include all businesses from Phases 1 & 2;

Number of businesses participating: 425

Number of residents: 21,000

Total annual kWh for enrollment: **205,000,000**

**Dublin, OH Chamber of Commerce** - design and implementation of Electricity Savings Program

**Due to market structure only 2 bids gathered on August 24<sup>th</sup> 2010. Winning supplier: FirstEnergy Solutions**

Number of businesses participating: 44

Number of accounts enrolled: 60

Total annual kWh enrolled: 8,179,729

Term: up to 36 months, January 2011 – March 2014

Total estimated annual savings: 6% - 45%

Good Energy also has rolling enrollment programs in the following Chambers of Commerce:

Upper Arlington, Gahanna, New Albany, Zanesville, Tuscarawas, Canton, Lima Allen Chambers.

## Center for Local Government (CLG), OH

5 bids gathered on March 31<sup>st</sup> 2010. Winning supplier: Direct Energy Business

Good Energy designed and implemented this group purchasing program for nine municipal member governments.

The success of the program is best quantified by the following statistics:

Number of governments enrolled: 9

Total kWh enrolled: 11,474,174

Total estimated savings: \$618,350.46 or 40.1%

The following chart illustrates projected savings for each government at time of contract execution:

### Village of Amberley

Bundled Fixed Cost - Inclusive of All Energy Components		Weighted Average Duke Energy Supply Price	Estimated % Savings
Estimated Annual Kilowatt Hours	\$0.04822	\$ 0.0726	33.68%
550,598	Savings Cents/kWh 0.0244	Estimated Annual Savings through CLG Bid	
		13,423.58	

### Village of Fairfax

Bundled Fixed Cost - Inclusive of All Energy Components		Weighted Average Duke Energy Supply Price	Estimated % Savings
Estimated Annual Kilowatt Hours	\$0.04822	\$ 0.0878	45.08%
476,274	Savings Cents/kWh 0.0396	Estimated Annual Savings through CLG Bid	
		18,850.92	

### Village of Lincoln Heights

Bundled Fixed Cost - Inclusive of All Energy Components		Weighted Average Duke Energy Supply Price	Estimated % Savings
Estimated Annual Kilowatt Hours	\$0.04822	\$ 0.0743	35.10%
395,316	Savings Cents/kWh 0.0261	Estimated Annual Savings through CLG Bid	
		10,309.84	

### Village of Lockland

Bundled Fixed Cost - Inclusive of All Energy Components		Weighted Average Duke Energy Supply Price	Estimated % Savings
Estimated Annual Kilowatt Hours	\$0.04822	\$ 0.0894	46.06%
1,209,000	Savings Cents/kWh 0.0412	Estimated Annual Savings through CLG Bid	
		49,786.62	

### City of Milford

Bundled Fixed Cost - Inclusive of All Energy Components		Weighted Average Duke Energy Supply Price	Estimated % Savings
Estimated Annual Kilowatt Hours	\$0.04822	\$ 0.0762	35.85%
2,811,132	Savings Cents/kWh 0.0269	Estimated Annual Savings through CLG Bid	
		75,746.76	

### Village of Newtown

Bundled Fixed Cost - Inclusive of All Energy Components		Weighted Average Duke Energy Supply Price	Estimated % Savings
Estimated Annual Kilowatt Hours	\$0.04822	\$ 0.0852	43.40%
82,899	Savings Cents/kWh 0.0370	Estimated Annual Savings through CLG Bid	
		3,065.61	

### City of North College Hill

Bundled Fixed Cost - Inclusive of All Energy Components		Weighted Average Duke Energy Supply Price	Estimated % Savings
Estimated Annual Kilowatt Hours	\$0.04822	\$ 0.0744	35.19%
763,424	Savings Cents/kWh 0.0262	Estimated Annual Savings through CLG Bid	
		19,986.44	

### City of Silverton

Bundled Fixed Cost - Inclusive of All Energy Components		Weighted Average Duke Energy Supply Price	Estimated % Savings
Estimated Annual Kilowatt Hours	\$0.04822	\$ 0.0746	35.28%
551,196	Savings Cents/kWh 0.0263	Estimated Annual Savings through CLG Bid	
		14,485.43	

### City of Springdale

Bundled Fixed Cost - Inclusive of All Energy Components		Weighted Average Duke Energy Supply Price	Estimated % Savings
Estimated Annual Kilowatt Hours	\$0.04822	\$ 0.0839	42.53%
4,634,335	Savings Cents/kWh 0.0357	Estimated Annual Savings through CLG Bid	
		165,353.07	

#### **Exhibit B-4 “Disclosure of Liabilities and Investigations”**

**Good Energy, LP dba Good Energy Consulting Services, LP** does not have any existing, pending or past due rulings, judgments, contingent liabilities, revocation of authority, regulatory investigations, or any other matter that could adversely impact the applicant’s financial or operational status or ability to provide the services it is seeking to provide.

### **Exhibit C-1 “Annual Reports”**

This is not applicable to **Good Energy, LP dba Good Energy Consulting Services, LP**. It is a privately held company.

## **Exhibit C-2 “SEC Filings”**

This is not applicable to **Good Energy, LP dba Good Energy Consulting Services, LP**. It is a privately held company.



#### **Exhibit C-4 “Financial Arrangements”**

**Applicant: Good Energy, LP dba Good Energy Consulting Services, LP.**

This is not applicable as Good Energy is not a CRES and will not/does not conduct business activity as a CRES.

### **Exhibit C-6 "Credit Rating"**

**Applicant: Good Energy, LP dba Good Energy Consulting Services, LP.**

See attached Dun & Bradstreet Credit eValuator Plus Report.

**Exhibit C-7 "Credit Report"**

**Applicant: Good Energy, LP dba Good Energy Consulting Services, LP.**

See attached Dun & Bradstreet Credit eValuator Plus Report.

# Credit eValuator Plus Report

## Good Energy LP

Report as of : July 22, 2014 \*\*

232 Madison Ave Ste 405  
New York, NY 10016  
Phone: 212 792-0222  
D-U-N-S Number: 96-577-8470



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Credit Information

Payment Trend

\*\*Included with this Credit eValuator Report are continuous tracking of key business changes and free Alert messages in the View My Reports/Alerts page. You can also choose to receive e-mail notifications of the important changes. IMPORTANT NOTE: You will not receive e-mail alerts if you have opted out of receiving communications from D&B.

### Risk Summary



Lower Risk

Higher Risk



Declining

#### Risk of Late Payment

Risk of late payment is based on the following prioritized factors in addition to other information in D&B's files:

- No factors available

Indications of slowness can be the result of disputes over merchandise, skipped invoices, etc.

#### Payment Performance Trend

The payment performance trend for this company is Declining. The most recent payment information in D&B's files is:

- Payments currently: 11 days beyond terms.
- Payments 3 months ago: on terms.
- Industry average: 5 days beyond terms.

\*Note: Payments to suppliers are averaged weighted by dollar amounts.

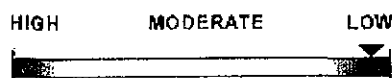
### Credit Limit Recommendation

Recommendation **JUL 22**  
Date: **2014**

Risk category for this business: **LOW**

**D&B's**  
**Recommendations:**

Conservative



Credit Limit: **\$30,000**

Aggressive  
Credit Limit: **\$55,000**

Risk is assessed using D&B's scoring methodology and is one factor used to create the recommended limits. See [Help](#) for details.

### Company Profile

**Chief Executive:**  
**Type of business:**  
**Years in business:**  
**Employees total:**

Dean Prentice, Cfo  
Partnership  
11  
16

**Line of business:**  
Electrical Work  
Engineering Services

### Legal Filings and Other Important Information

**Bankruptcies:** None  
**Judgments:** None  
**Liens:** None  
**Suits:** None

**Negative Payment Experiences:** None  
**Payments Placed for Collection:** None

### SPECIAL EVENT : 11/06/12

**HURRICANE SANDY 2012:** This business is located in a FEMA designated disaster zone impacted by the effects of Hurricane Sandy. It is reported that millions of people and businesses along the East Coast experienced power outages up to 10 days. The extent of impact to this business is currently unknown, additional information may be provided as it becomes available.

\*\*Included with this Payment Trend Report are continuous tracking of key business changes and free Alert messages in the View My Reports/Alerts page. You can also choose to receive e-mail notifications of the important changes. IMPORTANT NOTE: You will not receive e-mail alerts if you have opted out of receiving communications from D&B.

### Summary

**GOOD ENERGY LP**

**232 Madison Ave Ste 405**

**New York, NY 10016**

This is a **headquarters** location.  
Branch(es) or division(s) exist.

**D-U-N-S Number:** 96-577-8470

**Primary Industry SIC:** 1731

**Description:** Electrical contractor,  
engineering services

### PAYMENT ACTIVITY:

**Total Payment Experiences in D&B's File:** 12

**Payments Within Terms:** 96%  
(not dollar weighted)

**Total Placed For Collection:** 0

**Average Highest Credit:** \$995

**Largest High Credit:** \$10,000

## ② PAYDEX Scores - This Business

3- and 12- Month

Shows the D&B PAYDEX scores as calculated on the most recent 3 months and 12 months of payment experiences.

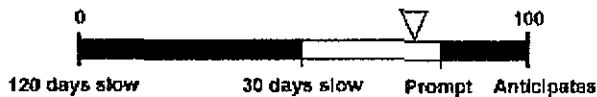
The D&B PAYDEX is a unique, dollar weighted indicator of payment performance based on up to 12 payment experiences as reported to D&B by trade references. A detailed explanation of how to read and interpret PAYDEX scores can be found at the end of this report.

**Jump to:** [How to Read the PAYDEX Score](#)

GOOD ENERGY LP DUNS 96-577-8470

### 3-Month D&B PAYDEX: **73**

When weighted by dollar amount, payments to suppliers average 11 days beyond terms.



Based on payments collected over last 3 months.

### 12-Month D&B PAYDEX: **73**

When weighted by dollar amount, payments to suppliers average 11 days beyond terms.



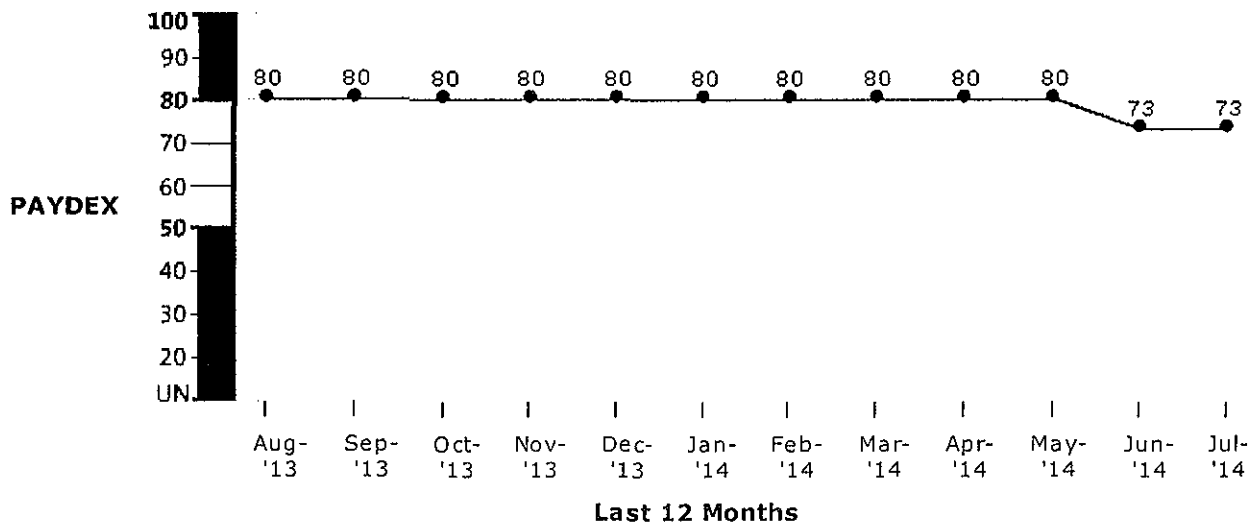
Based on payments collected over last 12 months.

## ② PAYDEX Yearly Trend - This Business

12 Months

Shows the trend in D&B PAYDEX scoring over the past 12 months.

GOOD ENERGY LP DUNS 96-577-8470



Based on payments collected over the last 12 months.

- Current PAYDEX for this Business is 73, or equal to 11 days beyond terms
- The 12-month high is **80**, or equal to generally within terms
- The 12-month low is **73**, or equal to 11 days beyond terms

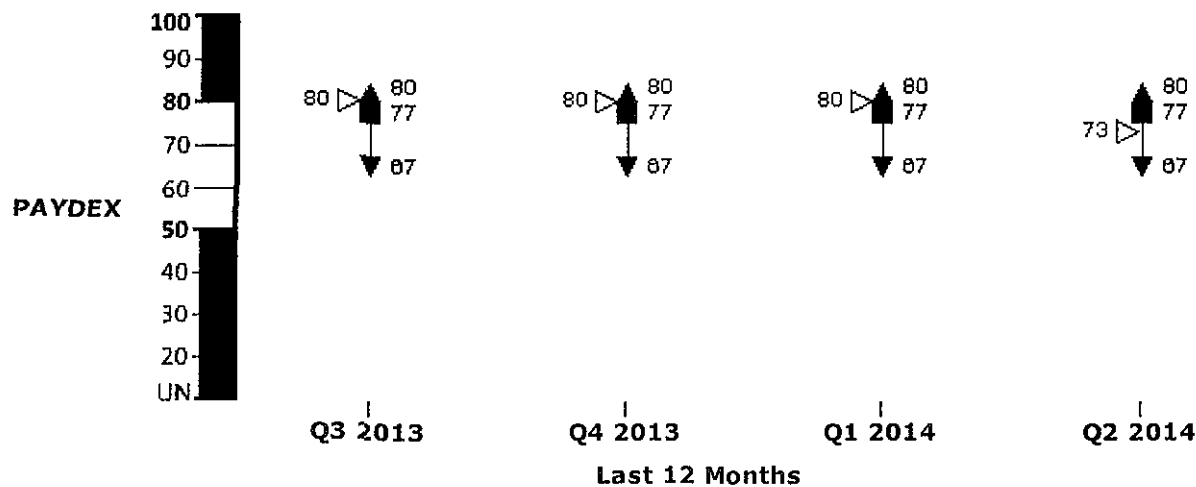
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# PAYDEX Score Comparison - Business to Primary Industry

4 Quarters

Shows PAYDEX scores of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Electrical contractor, engineering services, based on SIC code 1731.

GOOD ENERGY LP DUNS 96-577-8470



**Score Comparison Key:**

- ▷ This Business
- ▲ Industry upper quartile
- Industry median
- ▼ Industry lower quartile

- Current **PAYDEX** for this Business is **73**, or equal to 11 days beyond terms
- The present industry **median score** is **77**, or equal to 5 days beyond terms.
- Industry upper quartile represents the performance of the payers in the 75th percentile
- Industry lower quartile represents the performance of the payers in the 25th percentile

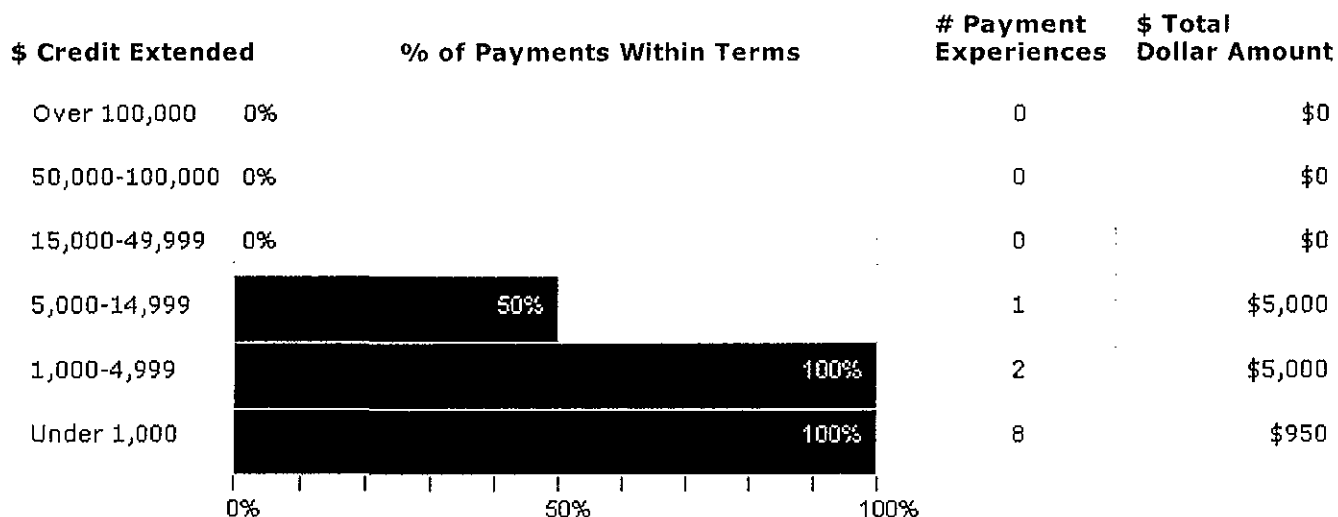
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## Business Payment Habit by Amount of Credit Extended

12 Months

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences used to calculate the percentage, and the total dollar value of the credit extended.

GOOD ENERGY LP DUNS 96-577-8470



Based on payments collected over the last 12 months.

Payment experiences reflect how bills are met in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc.

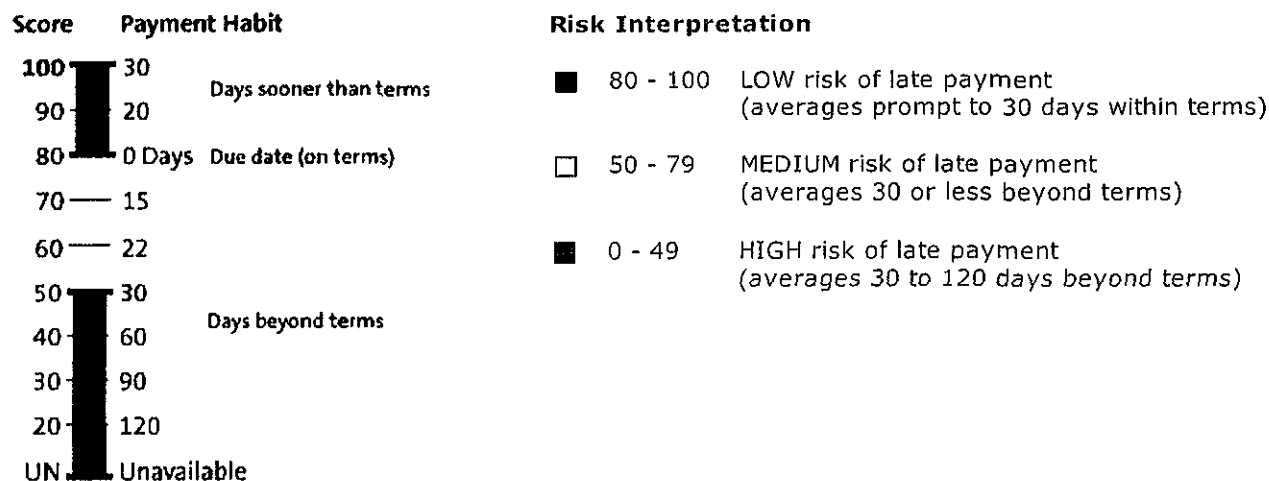
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## How to Read the D&B PAYDEX Score

Use this key to help you interpret the D&B PAYDEX Score and meaning.

The D&B PAYDEX is a unique, dollar weighted indicator of a business' payment performance based on the total number of payment experiences in D&B's file.



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### **Exhibit C-8 "Bankruptcy Information"**

**Good Energy, LP dba Good Energy Consulting Services, LP** has never sought protection from creditors or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or within the two most recent years preceding the application.

**Exhibit C-9 "Merger Information"**

This is not applicable to **Good Energy, LP dba Good Energy Consulting Services, LP.**

*I complete copy  
with Confidential  
financials (C-3 and C-5)  
attached along with  
motion for protective  
order.*